

1 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

2 Application Serial No. 09/332,271
3 Filing Date June 11, 1999
4 Inventor Klaus Florian Schuegraf et al.
5 Assignee Micron Technology, Inc.
6 Group Art Unit 2811
7 Examiner Unknown
8 Attorney's Docket No. MI22-532
9 Title: "Methods for Forming Wordlines, Transistor Gates, and Conductive
10 Interconnects, and Wordline, Transistor Gate, and Conductive Interconnect
11 Structures"
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13 **DECLARATION OF MICHAEL L. LYNCH**

14 I, MICHAEL L. LYNCH, hereby declare as follows:

15 1. I am employed as Chief Patent Counsel at Micron
16 Technology, Inc., a Delaware corporation located in Boise, Idaho.

17 2. My address is at Micron Technology, Inc., 8000 S. Federal
18 Way, Boise, ID 83706-9632.

19 3. Micron Technology, Inc. is the assignee of the entire right,
20 title and interest of the above-identified application as evidenced by the
21 accompanying "Assignment of Inventions, Rights and Confidential
22 Information Agreement" which was executed by the inventor Mr. Klaus
23 Florian Schuegraf on June 8, 1994, a copy of which is attached hereto
as Exhibit "A", and as evidenced by the accompanying "Assignment"
executed by the other inventor, Mr. Randhir P.S. Thakur. I have
reviewed the Declarations, "Assignment" and "Assignment of Inventions,
Rights and Confidential Information Agreement", and certify that, to the
best of my knowledge and belief, title is in Micron Technology, Inc. I

1 am empowered to sign this statement on behalf of Micron Technology,
2 Inc., the assignee of the application.

3 4. Upon information and belief, Mr. Klaus Florian Schuegraf,
4 last of 26895 Aliso Creek Rd., Aliso Viejo, CA 92656, and a citizen of
5 the United States of America, is an original and joint inventor of the
6 above-identified invention entitled "Methods for Forming Wordlines,
7 Transistor Gates, and Conductive Interconnects, and Wordline, Transistor
8 Gate, and Conductive Interconnect Structures", and was an employee of
9 Micron Technology at the time of conception of the invention.

10 5. I have reviewed and understand the contents of the above-
11 identified specification, including the claims.


12 6. I acknowledge the duty to disclose information which is
13 material to the examination of this application in accordance with
14 Title 37, Code of Federal Regulations, §1.56(a).

15 7. Upon information and belief, the filing of the above-
16 identified application is necessary to preserve the rights of Micron
17 Technology, Inc. in the subject invention as a "Notice to File Missing
18 Parts of Application" has been issued in this matter.

19 * * * *

20 I hereby declare that all statements made herein of my own
21 knowledge are true and that all statements made on information and
22 belief are believed to be true and, further, that these statements were
23 made with knowledge that willful false statements and the like so made

1 are punishable by fine or imprisonment, or both, under §1001 of Titl 18
2 of the United States Code and that such willful false statements may
3 jeopardize the validity of the application or any patent issued thereon.
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MICHAEL L. LYNCH
Reg. No. 30,871

MICRON SEMICONDUCTOR, INC.

ASSIGNMENT OF INVENTIONS, RIGHTS, AND
CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my employment by MICRON SEMICONDUCTOR, INC. or any of its affiliated companies (hereinafter collectively referred to as the employer), I hereby agree as follows:

1. With respect to discoveries, concepts, processes, diagrams, methods, formulas, ideas, and inventions (all hereinafter collectively called "Inventions") made or conceived by the employee, whether or not during working hours or the employee's employment or with the use of the employer's or its customer's facilities, materials, or personnel, either fully or jointly with others during employment by the employer (if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor).

a) The employee shall maintain the employee promptly and fully of such Inventions by written report sending forth in detail the procedures employed and results achieved. A report will be submitted by the employee upon completion of any studies or research project undertaken on the employer's behalf, whether or not in the employee's opinion a given project has resulted in an invention.

b) The employee shall supply at the employer's request and expense, for U.S. and foreign patent purposes in the employee's name or otherwise as the employer shall desire.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such Inventions and to applications for U.S. and foreign patents issued and U.S. and/or foreign letters patent granted upon such Inventions.

d) The employee shall indemnify and defend promptly to the employer, without charge to the employer but at his expense, such written instruments and do such other acts such as giving testimony in support of the employer's Inventions as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign letters patent and to wear the entire risk and title to the employer.

2. With respect to any material, diagrams, concepts, formulas, trade secrets, methods, ideas, and inventions, known, or ideas (all hereinafter collectively called "Materials") which may be registered, trademarked, or copyrighted under any U.S. or foreign statute or procedure or commercially by the employer whether or not during working hours or the employee's employment or with the use of the employer's or its customer's facilities, materials, or personnel, either solely or jointly with others during employment by the employer (if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor).

a) The employee shall inform the employer promptly and fully of such material by written report.

b) The employee shall apply, at the employer's request and expense, for U.S. and foreign registrations, trademarks, or copyrights either in the employee's name or otherwise as the employer shall desire as is required by law.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such Materials, to applications therefor and for U.S. and/or foreign registrations, trademarks, or copyrights granted upon such material.

6) The employee shall acknowledge and deliver promptly to the employer without charge to the employer but at his expense, such thing only in support of the employer's registration, trademark, or copyright as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign registration, trademark or copyright and to retain the entire right to file on the employer.

3. The employer shall have the right to use in his business and to make, use, and sell products, processes, and/or services derived from any invention, material, discovery, concept, and idea, whether or not patentable or registrable, including, but not limited to, processes, methods, formulas, and techniques as well as improvements thereof or know-how related thereto, which are not within the scope of any and/or any trademark, patent, or other right which are considered or made by the employee during the period in which he is employed by the employer or with the use or assistance of the employer's facilities, materials, or personnel.

4. Disclosure of Information.

a) Except as required in duties to the employer, the employee will not directly or indirectly, intentionally, disclose, license, or publish articles concerning any of the employer's or its customers', products, processes, and services, including information relating to research, development, design, inventions, materials, purchasing, accounting, engineering, personnel, marketing, intellectual property, and selling (hereinafter called "Confidential Information").

b) The employee will not trade or have the equivalent of trading the employer's stock based on any company inside information.

c) Securities - The employee agrees to take reasonable safeguards to protect and respect the employer's confidential and technical information such as:

i) Accessing only such information as is necessary to perform his function and limiting access of information under his control to only such other employees as is necessary to perform their function.

ii) All documents, drawings, and writings which contain the employer's technical information shall be maintained in a locked file separate and apart from other information in the employer's possession and shall be removed therefrom only as needed to carry out the purposes authorized by permission of the employer's division and responsible.

d) Upon termination of employment with the employer, all documents, records, notes, and similar paraphernalia of or containing Confidential Information, including copies thereof, then in the Employer's possession, whether prepared by him or others, will be left with the employer.

This agreement has been read, understood, and is agreed to:

6/8/94

Date

Walter Schaefer

Employee

Andrew H. Hunsicker

Witness